

Data Processing Agreement

Introduction

This Data Processing Agreement ("**DPA**") reflects Tide's obligation under applicable Data Protection Laws to strike a written agreement with each Member when processing personal data on the Member's behalf as a Data Processor. This agreement applies between each Member ("**you**") and Tide (together, "**the Parties**") with regard to your use of products and services available on **the Tide Platform** that involve Tide processing personal data of third parties on your behalf, e.g. information about your employees, customers, or other third-parties ("**Member Personal Data**"). Such services include but are not limited to payment links, invoicing, multi-user access and others. Tide will make you aware if a product or service requires signature of this Data Processing Agreement at the point when you make a request to use such product or service. By using those products and services and by sharing any Member Personal Data with Tide, you agree to be bound by the terms of this DPA. If you'd like to execute a signed version of this DPA, please reach out to Tide at dpo@tide.co.

Definitions

1 In this DPA:

- (a) "**Adequate Country**" means a country or territory that is recognized under Data Protection Laws from time to time as providing adequate protection for Personal Data;
- (b) "**Data Protection Laws**" means all laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of Personal Data, including but not limited to the GDPR, the UK GDPR and the UK Data Protection Act 2018;
- (c) "**Tide**" means Tide Platform Limited with address at 4th Floor The Featherstone Building, 66 City Road, London, England, EC1Y 2AL, London, United Kingdom or any other legal entity part of the Tide corporate group that is providing the products and services to you and that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Tide Platform Limited;
- (d) "**Member**" means any sole trader or limited company business using the Tide Platform under our standard [terms and conditions](#) applicable to your account as well as any terms and conditions specific to a product or service that you activated through the Tide Platform (the "**Tide T&Cs**");
- (e) "**Controller**", "**data subject**", "**personal data**", "**process/processing**" and "**processor**" shall have the same meanings as in Data Protection Laws;
- (f) "**EU Transfer Clauses**" means the Standard Contractual Clauses approved by EC

Commission Decision of 4 June 2021, as may be amended from time to time, for the transfer of personal data from the European Economic Area ("**EEA**") to a third country which is not an Adequate Country;

- (g) "**UK Transfer Clauses**" means the international data transfer agreement (IDTA) or the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers (Addendum) adopted by United Kingdom Parliament and which came into force on 21 March 2022 as may be amended from time to time, for the transfer of personal data from the United Kingdom to a third country which is not an Adequate Country;
- (h) "**Restricted Data Transfer**" means the disclosure, grant of access or other transfer of Personal Data to any person located in: (i) in the context of the European Economic Area (EEA), any country or territory outside the EEA which does not benefit from an adequacy decision from the European Commission (an "**EU Restricted Transfer**"); (ii) in the context of the United Kingdom (UK), any country or territory outside the UK, which does not benefit from an adequacy decision from the UK Government (a "**UK Restricted Transfer**").
- (i) "**Data Protection Laws**" means all laws and regulations, including of the European Union, the European Economic Area, their member states and the United Kingdom, applicable to the processing of personal data, including the GDPR and Data Protection Act 2018;
- (j) "**The Tide Platform**" means our Tide-branded iOS and Android mobile applications available on the App Store and on Google Play ("**Our App**") and our website identified by the following Uniform Resource Locator (URL): www.tide.co, including its subdomains ("**Our Website**"); and
- (k) "**GDPR**" means European Union Regulation (EU) 2016/679.

The Parties' Obligations

2.1 Relationship of the Parties. You will act as Controller of any Member Personal Data you make available to Tide while using the Tide Platform and Tide will act as Processor processing this personal data on your behalf.

2.2 Your obligations. You are responsible for obtaining all consents, licences and valid legal bases under Data Protection Laws necessary for sharing Member Personal Data with Tide, and for providing Tide solely with lawful instructions on how to process the Member Personal Data.

2.3 Tide's obligations. As your Processor, we agree to:

- a. only process Member Personal Data in accordance with this DPA, the Tide T&Cs and your written instructions;
- b. promptly and without undue delay inform you if any instructions you provide infringe Data Protection Laws or any other applicable laws;

- c. implement appropriate technical and organisational measures to ensure a level of security appropriate to the risks presented by the processing of Member Personal Data, such as protection against accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Member Personal Data;
- d. only allow Tide employees, agents or subcontractors ("**Personnel**") access to Member Personal Data as required, based on the "need-to-know" principle, and ensure all Personnel with access to Member Personal Data are under obligations of confidentiality;
- e. promptly notify you of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Member Personal Data that we process;
- f. provide you with reasonable assistance in respect of a security breach and all information in our possession concerning the security breach;
- g. assist you, when reasonably requested, in relation to data protection impact assessments, responses to data subjects' requests to exercise their rights under Data Protection Laws and engagement with supervisory authorities. You shall reimburse us for commercially reasonable costs arising from this assistance; and
- h. maintain records of our processing activities as required by Data Protection Laws.

2.4 Sub-processors

- a. You provide a general authorisation for us to engage sub-processors and you agree to our use of sub-processors when processing personal data. The full list of sub-processors we use can be requested by email at dpo@tide.co ("**List of Tide Sub-processors**"). We may add or remove sub-processors from the List of Tide Sub-processors at any time. We shall require our sub-processors, and any future sub-processors, to comply with terms that are substantially similar to those imposed on us in this DPA, and we shall be liable for any acts, errors or omissions of a sub-processor.
- b. You may object to Tide's use of any sub-processor by contacting us at dpo@tide.co so we can reach a solution to the objection within a reasonable time period. If we cannot reach a solution, we will inform you about this and you will have the right to terminate your commercial relationship with Tide.

2.5 Audit. We shall, in accordance with Data Protection Laws, provide information demonstrating our compliance with our obligations as a data processor upon your reasonable request. You may exercise your right of audit under Data Protection Laws by requesting us to provide an audit report or certification not older than 12 months by an auditor demonstrating that our technical and organisational measures are in accordance with our regulatory standards.

Processing details

3.1 Details of the personal data and processing activity regulated by this DPA are as follows:

Purpose, scope and nature of the processing	Tide will process Member Personal Data acquired via the use of the Tide Platform for the purposes of delivering the Tide products and services available on the Tide Platform as per the Tide T&Cs.
Roles of the parties	Tide will be a data processor and you will be a data controller
Types of personal data	<ul style="list-style-type: none"> • Personal details, such as names, government identifier number, etc.; • Contact information such as email address, phone number, physical address, etc.; • Financial information such as transaction-related details, bank account details and payment card details; and • Any other personal data you may provide to Tide as a data controller.
Duration of the processing	For the duration of your commercial relationship with Tide, i.e. for the term of the Tide T&Cs between the Parties.
Data subjects	<ul style="list-style-type: none"> • Your employees, contractors, service providers or other individuals affiliated with your business; • Shareholders and directors in your business; • Your end-users or customers; • Any other persons whose personal data you provide to Tide in your role of a data controller.
Details of special category data	No special categories of data will be processed.
Frequency of transfer	Ongoing as part of using Tide's products and services

International Transfers of personal data

4.1 You agree to allow and authorise Tide to employ sub-processors that are outside of the United Kingdom, the EEA or an Adequate Country. To the extent that the Processing of Personal Data by Tide under this DPA involves a EU Restricted Transfer, we will put in place the EU Transfer Clauses (Module 3: Processor-to-Processor) or an alternative appropriate mechanism to transfer Member Personal Data to those sub-processors.

4.2 To the extent that the Processing of Personal Data by Tide under this DPA involves a UK Restricted Transfer, we will put in place the EU Transfer Clauses as varied by the UK Transfer Clauses or an alternative appropriate mechanism to transfer Member Personal Data to those sub-processors.

4.3 In the event that the EU Transfer Clauses or the UK Transfer Clauses are not sufficient to safeguard Member Personal Data after the data transfer due to laws applicable to the Data Importer, Tide will implement any additional supplementary, technical, contractual and/or policy measures as may be

required to ensure the Member Personal Data is protected to a standard equivalent to that afforded by Data Protection Laws.

Other important terms

- 5.1 Liability. Any liability provisions contained within the Tide T&Cs shall regulate both Parties' liability that may arise under this DPA.
- 5.2 Effective Date. This DPA is incorporated into the Tide T&Cs and will commence upon the effective date of the agreement for provision of Tide products and services that entail the processing of Member Personal Data by Tide as a data processor, and will continue for the duration of that agreement.
- 5.3 Conflicts. If any terms of this DPA conflict with those in the Tide T&Cs, this DPA shall prevail. If any terms of this DPA conflict with those in the EU Transfer Clauses or the UK Transfer Clauses, the latter will prevail.
- 5.4 Updates. We may update the terms of this DPA from time to time, so you should check this webpage periodically for any changes. We will indicate at the bottom of the document when the terms were last modified by us.
- 5.5 Severability. If any provision of this DPA is held to be illegal, unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this DPA will remain in full force and effect.
- 5.6 Governing law. This DPA shall be governed by the laws governing the Tide T&Cs.

Tide as a data controller

- 6.1 Data Controller. Tide will collect, process and store certain Member Personal Data, such as names of your employees or directors, transaction amounts and descriptions, and other personal data to:
 - a. Detect and prevent fraud, money laundering, financial and other criminal activities on the Tide Platform;
 - b. Verify the identity of individuals making use of or benefitting from Tide's products and services; and
 - c. Comply with other legal obligations that Tide may be subject to.
- 6.2 When Tide processes Member Personal Data for the above said purposes, Tide will act as a data controller and the terms of the current Data Processing Agreement will not apply to the processing of that personal data. Instead, Tide will process such data as a separate data controller pursuant to Tide's Privacy Policy available on www.tide.co/privacy.